

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5578

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on February 18, 2016.

LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, 9966 TWIN LAKES RD, VANDERBILT, MI 49795.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, PIGEON RIVER COUNTRY MANAGEMENT UNIT, for certain timber on the following described lands:

CLARK BRIDGE MIX (53-002-16-01) / T33N, R01W, SEC. 24, SWSE.

T33N, R01W, SEC. 25, NW1/4, NWNE, N1/2SE.

Cheboygan County, Advertised Price \$161,384.75, 99.0 Acres,

SALE NOTE: Please note the different seasonal restrictions and equipment requirements for each Payment Unit.

VALLEY OAK (53-004-16-01) / T31N, R01W, SEC. 36, SENW, W1/2SE, E1/2SW.

Otsego County, Advertised Price \$30,804.30, 52.0 Acres,

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

WEBB ASPEN (53-019-15-01) / T33N, R01W, SEC. 03, S1/2 OF SW1/4.

T33N, R01W, SEC. 09, NE/NE.

T33N, R01W, SEC. 10, W1/2 OF NW1/4.

Cheboygan County, Advertised Price \$26,029.40, 41.0 Acres,

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

BID INSTRUCTIONS (VER. 10/01/2014):

1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, 9966 TWIN LAKES RD, VANDERBILT, MI 49795, no later than 9:00 a.m. (local time) on February 18, 2016. For further information concerning this sale, contact Scott Whitcomb at 989-983-4101.

2. Bidder's Qualifications (2/12)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

5. Public Opening of Sealed Bids (6/13)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not

taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

DR. WILLIAM MORITZ
Director

TIMBER SALE INFORMATION

CLARK BRIDGE MIX (53-002-16-01)

T33N, R01W, SEC. 24; T33N, R01W, SEC. 25. Cheboygan County (Advertised Price \$161,384.75)

SALE NOTE: Please note the different seasonal restrictions and equipment requirements for each Payment Unit.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE	ADVERTISED PRICE		
Sawlogs					
Red Pine	609.90 MBF	\$ 223.00 / MB	F		
Pulpwood					
Red Pine	234.00 Cords	\$ 67.90 / Cor	ď		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$9,488.45:

ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
6.20	MBF	\$	83.00 / MBF
19.00	Cords	\$	32.45 / Cord
12.00	Cords	\$	32.25 / Cord
352.00	Cords	\$	18.65 / Cord
24.00	Cords	\$	19.50 / Cord
50.00	Cords	\$	18.75 / Cord
	6.20 19.00 12.00 352.00 24.00	6.20 MBF 19.00 Cords 12.00 Cords 352.00 Cords 24.00 Cords	6.20 MBF \$ 19.00 Cords \$ 12.00 Cords \$ 352.00 Cords \$ 24.00 Cords \$

^{*} The total volume is statistically estimated within plus (+) or minus (-) 18.18 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$8,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

Sale Specific Conditions & Requirements

Sale Name: Clark Bridge Mix Sale Number: 53-002-16-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The red and yellow painted boundary line trees are not Included Timber and are to be protected. Interior retention areas are marked with a red X. Do not enter retention areas.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) #3, cut all maple, aspen, balsam poplar, fir, and spruce trees which meet minimum piece specifications in 2.2 Utilization; except for those trees marked with green paint.

Harvesting operations must go around clumps of wetland shrubs such as dogwood and nannyberry, which are scattered throughout the Sale Area.

2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) #'s 4 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) #'s 1 and 2, cut all trees that are two (2) inches or more at DBH; except do not cut any oak, basswood, or trees marked with green paint above and below stump height.

2.1.11 - Description of timber note (2/04)

Note that Mixed Aspen pulpwood contains 34 cords of balsam poplar. Mixed Hardwood pulpwood contains 11 cords of red maple, 3 cords of white ash, 2 cords of ironwood, and 8 cords of beech.

2.2 - Utilization

2.2.2 - Chipping required (5/14)

Payment Unit #'s 1 & 2 must be chip harvested to facilitate future silvicultural activities. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) #'s 1 and 2 shall not exceed 6 inches for all trees. This is in order to facilitate future silvicultural operations.

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) #'s 3-5. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) #'s 3-5, all wood must be removed by roundwood. No chipping or tree length skidding is permitted.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) #2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division

per Payment Unit.

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Specifically:

- In Payment Unit #2 clumps of oak, basswood, and white pine saplings have been marked with green paint and these must be protected. The remainder of the regeneration must be cut.
- In Payment Unit #3 basswood and elm saplings must be protected, along with clumps of dogwood and nannyberry shrubs.
- In Payment Unit #'s 4-5, sugar maple, red maple, basswood, oak, and birch saplings and poletimber must be avoided. Areas of ash, ironwood, and beech regeneration do not need to be protected.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the sale area that was damaged.

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be chipped, utilized or otherwise removed from the sale.

4.1.7 - Road closure (10/11)

Overgrown roads that are reopened must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of

active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in Payment Unit #1. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) #'s 3-5 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) #'s 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 to November 15. This restriction is in place to maximize the amount of ground scarification within the Payment Unit.

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) #3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 15. This restriction is because of wet soils within the Payment Unit.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) #'s 2 and 4-5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.4 - Dead and Down Creation

5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over clumps of trees marked with an orange X. These groups of trees are only in Payment Unit #3. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

5.2.21 - Chains (6/11)

To help promote scarification and natural pine regeneration, it is required that rubber wheeled harvesters and forwarders run with chains in Payment Unit #2.

In addition, skid trail design in Payment Unit #2 must maximize the amount of ground scarification. This can be achieved by utilizing a different route on each pass back to the landing.

If the producer shows that they can adequately scarify the site without chains this specification can be waived by the sale administrator. Contact the sale administrator for further details.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, crabapple, dogwood, nannyberry, or black cherry. These woody-shrub plants are highly beneficial to various wildlife species.

5.2.31 - Landing locations (9/13)

Recommended landing areas are marked on the timber sale map with the letters "LD". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 25 feet in length. It is the operators responsibility to halt operations when weather results in conditions that can lead to rutting damage. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage in Payment Unit #3 due to the wet soils.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Clark Bridge Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

Section Name: Sale Specific Current as of 12/30/2015 11:25:56AM

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TIMBER SALE INFORMATION

VALLEY OAK (53-004-16-01)

T31N, R01W, SEC. 36.

Otsego County (Advertised Price \$30,804.30)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs				
Mixed Hardwood	15.10	MBF	\$	138.00 / MBF
Red Oak	79.10	MBF	\$	202.00 / MBF
Pulpwood				
Mixed Hardwood	311.00	Cords	\$	20.20 / Cord
Red Oak	211.00	Cords	\$	25.05 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,174.55:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawlogs					
Basswood	3.10 MBF	\$	71.00 / MBF		
Pulpwood					
Basswood	45.00 Cords	\$	5.30 / Cord		
Mixed Aspen	37.00 Cords	\$	19.35 / Cord		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 17.32 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2017.

Sale Specific Conditions & Requirements

Sale Name: Valley Oak Sale Number: 53-004-16-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) #'s 1 & 2, cut all trees that are two (2) inches or more at DBH; except do not cut any pine, hemlock, or trees marked with yellow paint. All ironwood regeneration, including all saplings less than two (2) inches DBH, must be cut. Do not cut any dead oak.

2.1.11 - Description of timber note (2/04)

Note that Mixed Hardwood sawlogs include 6.3 mbf of sugar maple, 6.7 mbf of red maple, 1.2 mbf of white ash, and 0.9 mbf of paper birch. Mixed Hardwood pulpwood includes 186 cords of sugar maple, 106 cords cords of red maple, 3 cords of white ash, 10 cords of paper birch, and 6 cords of ironwood.

2.2 - Utilization

2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, all chip piles must be cleaned to a residual depth of not more than 2 inches. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of leave trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be \$50 per sawtimber tree and \$15 per pole sized tree.

In addition, care must be made to protect any oak and pine saplings present throughout the Sale Area. Some of these saplings have been marked with yellow paint.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

5.2.1.10 - No slash in openings (5/10)

No brush or logging debris are to be left in the gas wells which are indicated by G on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) #'s 1 & 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, black cherry, or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

5.2.31 - Landing locations (9/13)

Recommended landing areas are all gas wells that are adjacent to the Sale Area and are marked on the timber sale map with the letter G. Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

5.2.40 - Pathway protection (10/10)

The Shore to Shore Trail is a horse trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue

pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

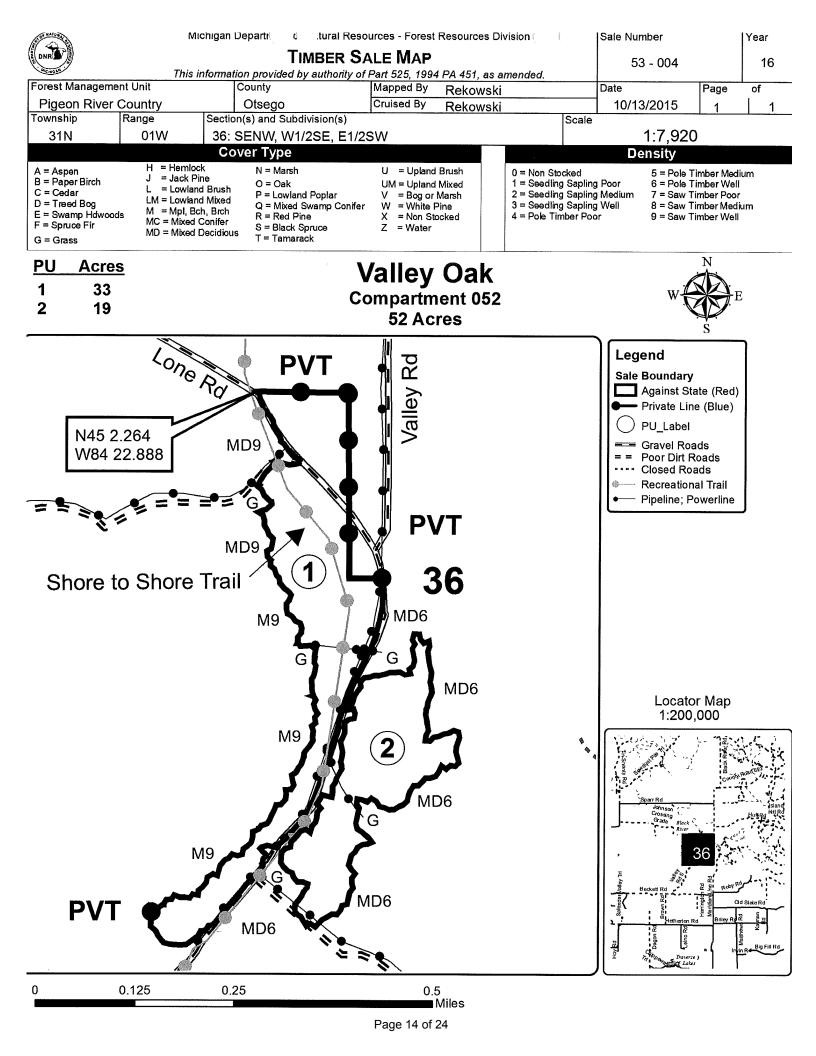
6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Lone and Valley Roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

Section Name: Sale Specific Current as of 12/30/2015 2:37:05PM



TIMBER SALE INFORMATION

WEBB ASPEN (53-019-15-01)

T33N, R01W, SEC. 03; T33N, R01W, SEC. 09; T33N, R01W, SEC. 10. Cheboygan County (Advertised Price \$26,029.40)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs Mixed Aspen Pulpwood	113.00 MBF	\$	88.00 / MBF
Mixed Aspen	544.00 Cords	\$	15.90 / Cord
Mixed Hardwood	120.00 Cords	\$	16.65 / Cord
Mixed Softwood	171.00 Cords	\$	31.80 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 15.92 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2017.

Sale Specific Conditions & Requirements

Sale Name: Webb Aspen Sale Number: 53-019-15-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red paint. Painted boundary trees are not to be cut.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH. Except, do not cut any Hemlock, Elm, Cherry, or White Pine with a dbh greater than 16 inches.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.1.10 - No slash in openings (5/10)

Upon completion of the logging operation, no brush or logging debris is to be left in the existing openings which are indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2 unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of May 1 to July 1. This restriction is to limit the effects of overbrowsing by Elk and Deer.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Osmun and/or Webb Roads.

5.2.40 - Pathway protection (10/10)

The Shore To Shore/Midland To Mackinaw trail is a horse/hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. No slash is to be left on the trail at any time and all slash must left at least 10 feet back from the blue paint line.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

Section Name: Sale Specific Current as of 10/22/2015 4:11:01PM



Michigan Department of Namal Resources - Forest, Mineral & Fire Management TIMBER SALE MAP

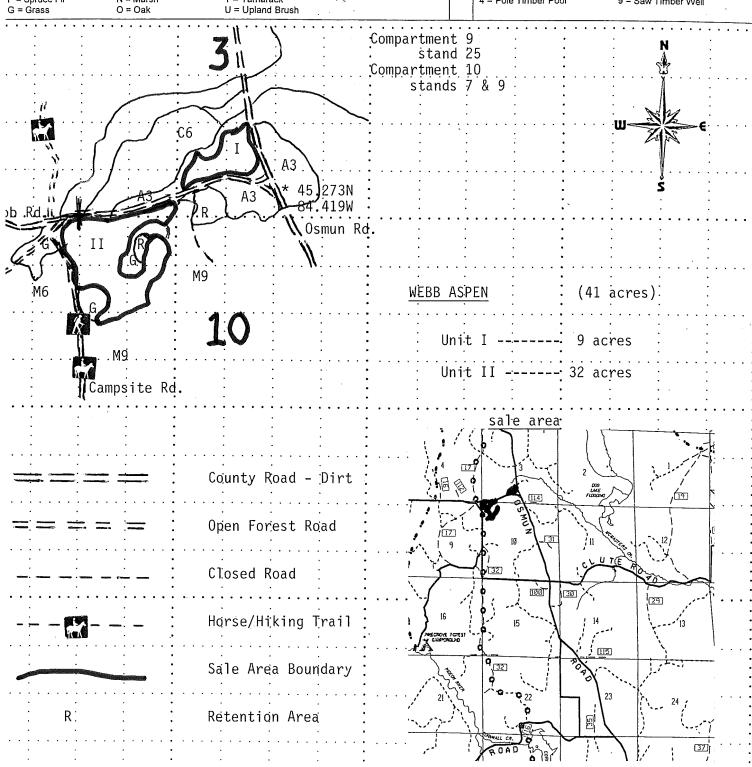
This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number Year 2015 53-019-15-01

Forest Management Unit Mapped By Rick McDonald County Page of Cruised By Rick McDonald FMU Cheboygan
Section(s) and Subdivision(s) Pigeon River Country FMU Township Range Scale

4" (9)NE/NE, $(10)W_{\frac{1}{2}}$ of $NW_{\frac{1}{4}}$...| = 1 mile 33N 01W

Cover Type Density H = Hemlock P = Lowland Poplar A = Aspen V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch Q = Mixed Swamp Cnfr J = Jack Pine W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well R = Red Pine C = Cedar L = Lowland Brush X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush



BID FORM

PIGEON RIVER COUNTRY MANAGEME
PIGEON RIVER COUNTRY

CLARK BRIDGE MIX (53-002-16-01)

T33N, R01W, SEC. 24; T33N, R01W, SEC. 25; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 18, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE
Sawlogs Red Pine	609.90 MBF	\$ 223.00/MBF	\$
Pulpwood Red Pine	234.00 Cords	\$ 67.90/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$9,488.45:

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>ADVI</u>	ERTISED PRICE
Sawlogs				
White Pine	6.20	MBF	\$	83.00/MBF
Pulpwood				
Balsam Fir	19.00	Cords	\$	32.45/Cord
Jack Pine	12.00	Cords	\$	32.25/Cord
Mixed Aspen	352.00	Cords	\$	18.65/Cord
Mixed Hardwood	24.00	Cords	\$	19.50/Cord
White Pine	50.00	Cords	\$	18.75/Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 18.18 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL	SECURITY NUMBER:_	-—- ⁻ —	
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE PERS	SONALIZED LABEL	FROM YOUR PROSPEC	TUS IN THE ABOVE BOX.	
Individua	l or company representative's signa	ature:		Date:	
Phone nu	ımber :	E	Email (optional):		



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

FOR DEPARTMENT USE ONLY				
Sale or Permit No				
Year:	Туре:			
Forest Area:				

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written si	gnatures.				
Ple	ase Check Appropriate Categories:					
1.	My business is organized as (you must check <u>one</u> of the boxes by A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	elow):				
2.	 You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC -337, please call the Worker's Compensation Bureau at 517 -322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 					
3.	If you have checked item 2(A) or 2(B), you must indicate the including family members and active partners (if none, you must e		nd part time employees other than yourself Part Time Employees			
Nar	ne of Business	Federal ID (or) Social Se	curity No.			
Add	Iress	Telephone No.				
City	State		Zip + 4			
COV	ereby certify that the above information is true and correct. I agree the erage during any of my present and future operations. Signature of Owner or Authorized Representative	o notify the DNR of any	changes that occur in factors affecting my			
	Title	Date				

BID FORM

PIGEON RIVER COUNTRY MANAGEME
PIGEON RIVER COUNTRY

WEBB ASPEN (53-019-15-01)

T33N, R01W, SEC. 03; T33N, R01W, SEC. 09; T33N, R01W, SEC. 10; Cheboygan

In response to the notice of sale to be held 9:00 a.m. (local time) on February 18, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	ADVERTISED PRICE		BID PRICE
Sawlogs					
Mixed Aspen	113.00	MBF	\$	88.00/MBF	\$
Pulpwood					
Mixed Aspen	544.00	Cords	\$	15.90/Cord	\$
Mixed Hardwood	120.00	Cords	\$	16.65/Cord	\$
Mixed Softwood	171.00	Cords	\$	31.80/Cord	\$

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOC	AL SECURITY NUMBER	:		
	Company or individual bidding:_					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	ual or company representative's signature: Date:					
² hone nu	none number : Email (optional):					

^{*}The volumes are statistically estimated within plus (+) or minus (-) 15.92 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

FOR DEPARTMENT USE ONLY				
Sale or Permit No				
Year:	Type:			
Forest Area:				

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

-	days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	Please Check Appropriate Categories:					
1.	 My business is organized as (you must check one of the boxes below): A. Sole Proprietorship (individual) B. Partnership 					
	C. Corporation					
2.	 You must check one of the boxes below: A. \Boxed I certify that my business is a sole proprietorship and it has no enterprise worker's Compensation Laws. B. \Boxed I certify that my business has satisfied its obligation to the Wo Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copaward. (For questions or a copy of the BWC-337, please call the C. \Boxed I certify that my business has a Worker's Compensation Policy. days of the contract award. 	rker's Compensation Act through the use of an approved y of the Notice of Exclusion within 21 days of the contract Worker's Compensation Bureau at 517 -322-1195).				
3.	 If you have checked item 2(A) or 2(B), you must indicate the number including family members and active partners (if none, you must enter "0" Full Time Employees 					
Nar	Name of Business Federal	ID (or) Social Security No.				
Add	Address Telepho (one No.				
City	City	Zip + 4				
cov	I hereby certify that the above information is true and correct. I agree to notify coverage during any of my present and future operations. Signature of Owner or Authorized Representative	the DNR of any changes that occur in factors affecting my				
_	Title	Date				

BID FORM

PIGEON RIVER COUNTRY MANAGEME PIGEON RIVER COUNTRY

<u>VALLEY OAK (53-004-16-01)</u> T31N, R01W, SEC. 36; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 18, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	ESTIMATED VOLUME*		VERTISED PRICE	BID PRICE
Sawlogs					
Mixed Hardwood	15.10	MBF	\$	138.00/MBF	\$
Red Oak	79.10	MBF	\$	202.00/MBF	\$
Pulpwood					
Mixed Hardwood	311.00	Cords	\$	20.20/Cord	\$
Red Oak	211.00	Cords	\$	25.05/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,174.55:

PRODUCTS & SPECIES Sawlogs	<u>ESTIMATED</u>	VOLUME*	AD\	/ERTISED PRICE
Basswood	3.10	MBF	\$	71.00/MBF
Pulpwood				
Basswood	45.00	Cords	\$	5.30/Cord
Mixed Aspen	37.00	Cords	\$	19.35/Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 17.32 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	:				
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAIL	City:ABLE, PLEASE PLACE THE PERSC	·			SOVE BOX.	
		NALIZED LABEL	FROM YOUR PROSP	ECTUS IN THE AE	SOVE BOX.	



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

FOR DEPARTMENT USE ONLY				
Sale or Permit No				
Year:	Туре:			
Forest Area:				

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	Please Check Appropriate Categories:					
1.	 My business is organized as (you must check one of the boxes below A. Sole Proprietorship (individual) B. Partnership C. Corporation 	pw):				
3.	 A. □ I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. □ I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC -337, please call the Worker's Compensation Bureau at 517 -322-1195). C. □ I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award. 					
	Full Time Employees	Part Time Employees				
Nar	Name of Business Fed	ederal ID (or) Social Security No.				
Add	Address Tel	elephone No.				
City	City	Zip + 4				
COV	I hereby certify that the above information is true and correct. I agree to no coverage during any of my present and future operations. Signature of Owner or Authorized Representative	notify the DNR of any changes that occur in factors affecting my				
-	Title	Date				